

APPENDIX J

FIRE STUDY AND FIRE SERVICE AGREEMENTS

Casino Pauma
Fire Protection Analysis
Pauma Valley, California
January 8, 2008

Prepared for the Pauma Tribe and Foxwood Development Corporation,
by Andy Wells Consulting, Inc.

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Introduction

The proposed hotel and casino project located on the Pauma Indian Reservation will present additional hazards and responses for fire protection and emergency medical services. This report covers mitigations for the development.

Three areas must be addressed to thoroughly review the mitigation to hazards caused by the addition of the new facility and occupant load increase. First, facility planning, including occupant load and emergency evacuation procedures provide the base line for identifying needs for mitigation. Second, fire protection features including fire service response and built-in fire protection features in the facility provide mitigation to the increase in hazards. Third, planned and existing emergency medical services mitigate the increased call volume from the higher occupant load. The increased hazard, when coupled with the mitigations provided in this report, represents no significant impact on fire and life safety in surrounding communities.

The figures in this report are estimated when necessary. The estimates are conservative when referring to mitigation and liberal when referring to impact to create a buffer on the safety side when appropriate. Any estimates are identified as such and their impact explained in the text.

Section I: Occupant Load and Evacuation

The proposed development of a hotel/casino represents an increase in occupant load over the existing facility. The resulting increase, along with the addition of a high rise hotel will change the volume and nature of emergency calls at the facility, and will necessitate a separate evacuation plan once its design is completed.

Impact of Occupant Load Increase from Existing Facility

This report identifies and addresses the mitigation of hazards caused by the increase in the occupant load at the development. The result of the increased occupant load will be an increase in fire and emergency medical call volume of less than one (1) per day.

The occupant load at the existing casino facility that will be replaced by the hotel/casino is based on the same method of calculating occupant loads described below.

The following table represents occupant loads based on calculations found in the California State Building Code, Chapter 10.

Occupant Load Increase Analysis

Area	Square Feet	Load Factor	Occupant Load
Gaming	73,583	11	6,689
Back of House	120,547	100	1,205
Hotel/Villas	323,137	200	1,615
Resort	16,842	15	1,122
Meeting Facility	34,902	15	2,327
Events	19,383	7	2,769
Total			15,727
Existing Gaming	43,260	11	(3933)
Existing Back of House	27,240	100	(272)
Existing Storage	15,000	300	(50)
Existing Training/Maintenance	6,425	100	(64)
New occupants to mitigate			11,408

Occupant loads contained in the California State Building Code have two functions. One is to establish an overall maximum number of occupants for the building, and the other to establish the maximum number of occupants from each area inside the building. The Building Code recognizes that certain areas of a building are accessory, and do not add to the overall occupant load of the building. For example, bathrooms would be considered accessory to the casino.

The above table represents the overall occupant load of the proposed facility composed of separate areas of use, such as the hotel and the gaming areas. The figures shown are higher than what will be found during design and plan check, because the net areas will be better defined at that point. Fixed features such as columns, etc. will reduce the area used to calculate the total number of occupants. The occupant load does not represent the actual number of

people in the building. Rather, it provides the basis for the design of a safe exiting system. Business practices, the economy, and the time of day will dictate the actual number of patrons and employees in the facility (not to exceed the maximum occupant load established above).

A comparison to a similar facility establishes the expected increase in call volume for emergency services at the proposed development. Pechanga Resort and Casino maintains a much larger facility containing similar uses to those proposed at Pauma. The following table represents the approximate area and occupant loads at Pechanga:¹

Area	Square Feet	Load Factor	Occupant Load
Gaming	188,000	11	17,091
Hotel/Villas	522 rooms		2108 ²
Conference Center	40,000	15	2,667
Events/ Nightclub	28,000	7	4,000
Total			25,866

In 2005, the Pechanga Fire Department responded to 488 emergency calls at the Pechanga Resort and Casino.³ Multiplying the call total at Pechanga by the occupant load ratio between the two facilities (11,408 divided by 25,866), yields 215 calls per year at the proposed development. The predicted average emergency call volume is 0.6 emergency calls per day. This is a liberal estimate because including the back-of-house, restaurants, and other areas at Pechanga not shown above would lower the occupant load ration between the two facilities and lower the predictive end result.

Pechanga's total call volume was 826 for the year, which included calls on the Reservation but not at the Resort, and mutual and automatic aid calls to its neighbors. Pauma can expect a much lower call volume given the relatively sparse population surrounding the Reservation compared to that of Pechanga's neighbors. The resources proposed at the Pauma development will be adequate to handle calls on and off the development property based on this information.

Evacuation Plan

The development of an emergency response plan for the hotel/casino is mandated by California Code of Regulations (CCR) Title 19. Title 19 is adopted by the Tribe as part of its new gaming compact with the State of California. When building plans are finalized, the developer will work with operations staff to complete an emergency plan including evacuation routes and strategies for patrons and employees at the new facility. Any evacuation of the property itself will be handled in an ordered fashion and coordinated with law enforcement to avoid traffic problems.

¹ Based on figures published by Pechanga.

² Extrapolated by multiplying the occupant load of the proposed hotel at Pauma by the number of rooms at Pechanga, divided by the number of rooms at Pauma (400 rooms).

³ Source: 2005 Pechanga Fire Department Annual Report.

Section II: Fire Protection

The increase in occupancy created by the new hotel/casino facility will provide an impact on fire and emergency medical calls. An average of less than one call per day can be expected based on call volumes at other casino/hotel facilities. Fire service statistics show that 80% or more of these calls will be non-fire emergencies.

The Pauma Tribe maintains fire services as one of its government services. The Pauma Fire Department is a mixed career/volunteer organization and currently staffs a Type III engine with a minimum of four personnel, 24 hours a day, seven days per week. Pauma Fire Department is currently constructing a new fire station facility to house a Type 1 engine and other response units detailed in the table below. The Pauma Fire Department is currently signing an agreement with Monte Vista Dispatch for services and will participate in the San Diego County Master Mutual Aid plan. The Pauma Tribe has received commitments from the Fire Chief and Tribal Chairman that the Pala Fire Department, Rincon Fire Department and San Pasqual Fire Department that they will sign service agreements with Pauma and Pauma received a commitment from the General Manager of the Yuima Water District that the Tribe can utilize the Type 3 engine located at the Cal Fire Rincon Station (through the Yuima Water District).

A noteworthy fact regarding fire protection in the Pauma Valley is the utilization of Type 3 “Brush” engines. Although these engines are ideal for fighting wildland fires, they are not limited as such, and are often assigned to structure fires. Often, Type 3 engines are included in standard structure fire assignments. Utilization of Type 3 engines is appropriate on high rise fire emergencies because the engine itself is not crucial to the firefighting operation when other Type 1 engines are assigned. Instead, the firefighters are needed to leave their engine and utilize the building’s built-in fire protection features (described later in this section) to fight fires.

Response Times Defined

The definition of response time for the purposes of this report includes the time needed to drive an emergency vehicle from a fire station to the proposed development. Items not included in response time are the time needed to discover and report the emergency, dispatch processing (usually one to two minutes), and “turnout” time (the time from the receipt of an alarm necessary to depart the station, usually 1 minute). This is the standard application of the term as it is used in various fire service reference texts and standards.

When assessing fire department response, the goal is to intervene on-scene before the fire reaches “flash-over,” the point at which a room becomes fully involved in fire. Flashover usually occurs 8-10 minutes from the fire beginning its free burning stage. With a 5 minute time for dispatch, turnout, and setup on the fireground, the first due unit has 3-5 minutes left for driving to the scene. This is the basis for most fire department’s response standards for the first responding unit.

Considerations for response times at Pauma include fire protection features described in this report that speed the discovery of fire (fire alarm systems), contain the fire (building construction features), and control the fire (automatic fire sprinkler systems). These features enhance the response times described in this section.

Fire Services Profile

To mitigate the increased occupant load and new construction, a review of current and proposed fire and emergency medical services is necessary. The three critical areas to consider are the type of services and equipment needed, response times, and the total personnel available to respond on a “first alarm” assignment. In addition to the response analysis, identifying the proposed facility’s built-in fire protection features allows the identification of further mitigations to the increased hazards inherent to the proposed development.

Fire Stations

The following resources will exist in and around the Pauma Valley for fire protection when the proposed development begins operation:

Pauma Development First Alarm Fire Assignment

Agency	Equipment (staff)	Distance	Response Time
Pauma Fire Department (Proposed and in development)	1 – Type 1 Engine (4) 1 – Type 3 Engine* 1 – Paramedic Ambulance (ALS) (2) 1 – Chief Officer (1)	0 miles	< 2 min.
Cal Fire Rincon CDF Station	1 – Type 3 Engine (3)	5 miles	7 min.
Pala Reservation Fire Department	1 – Type 1 Engine (4) 1 – Ladder Truck (4) 1 – Chief Officer (1)	6.5 miles	9 min.
Rincon Tribal Fire Department	1 – Type 1 Engine (4) 1 – Ladder Truck (3)	6.7 miles	9 min.
San Pasqual Reservation Fire Department	1 – Type 1 Engine (4) 1 – Ladder Truck (3) 1 – Chief Officer (1)	11.2 miles	15 min.**
Totals	5 engines, 3 ladder trucks, 3 chief officers, 34 personnel		

**The Type 3 engine at Pauma will be staffed as needed for wildfires and is not considered in the total complement for response to the casino/hotel facility.*

***San Pasqual Reservation Fire Department field verified the driving time between the two facilities as 14 minutes. The time of 15 minutes listed for the purposes of this report is based on the calculation described below.⁴*

The response to Pauma from other fire stations differs from municipal departments due to the relative lack of traffic controls between Pala, Rincon, and Pauma. Traffic controls, such as stop signs and signals, reduce response times by requiring responding companies to slow or

⁴ Interview with Jason Keeling, former San Pasqual Fire Chief, January 2008.

stop in order to avoid collisions with crossing traffic. Therefore, a reasonable average speed of 45 miles per hour with a maximum speed of 55 miles per hour produces the above results.

High Rise Response Analysis

San Diego County has no current standard for fire department response to high rise fires. However, departments in the North County area, including North County Fire Protection District, Pala Fire Department, and Cal Fire (formerly CDF) Rincon stations currently utilize the Riverside County High Rise Response Standard Operating Guidelines (SOG) for deployment. The Riverside County SOG require a response of four engines, one ladder truck, one paramedic ambulance, and one battalion chief.⁵ The proposed development will exceed this level of response when it opens.

The table below represents several major metropolitan fire departments along with Riverside County Fire Department's high rise standards. Information was collected for each department by contacting its public information officer.

"First Alarm" Response Comparison – Major Metropolitan Areas

Agency	Engine Companies	Truck Companies	Chief Officers	Paramedic Units	Total Personnel
LAFD	4	2	1	1	30
LACoFD	5	2	2	1	30
San Diego City	5	2	1	0	29
Riverside County	4	1	1	0	17

Pauma has the ability to produce a "first alarm" high rise fire response that exceeds those of large metropolitan fire departments through service and mutual aid agreements with its neighbors.

The variation in proportion of equipment to total personnel in the table above is due to the difference of staffing engines with either three or four firefighters. LAFD and San Diego City each commit to engine companies with a minimum compliment of four, while LA County and Riverside County have a minimum of three. The fourth firefighter on an engine increases the work efficiency of the company by a factor of 50% by increasing the span of control of the supervisor (Captain). With the exception of the Cal Fire engine from the Rincon CDF Station, all engines responding to Pauma have a minimum of four personnel. Paramedic units are only shown in the tables above if they have the ability to act as firefighters.

LAFD and LA County deploy special units to high rise fires; LA County deploys an "EST" (a squad with two firefighters), and LAFD deploys two helicopters. "EST's" and helicopters are not standard firefighting units, and are unique in their use to those two departments.

The first alarm assignment exceeds the departments surveyed. In addition to this, the fire department response to Pauma is excessive due to the nature of the high rise hazard in comparison to the metropolitan departments compared above. Older high rise buildings such as those found in LA City, LA County, and San Diego City, contain significantly less fire

⁵ Cal Fire & Riverside County Fire Department Standard Operating Guidelines: S.O.G. 102 – High Rise April, 2006.

protection and require a larger, faster response to suppress fires. Los Angeles County has no retroactive fire sprinkler ordinance for existing high rise buildings. Los Angeles City and San Diego City have retroactive fire sprinkler ordinances that only include non-residential high-rise buildings.⁶ The high rise fire those departments must envision when designing an appropriate level of response is one in a building with a sub-standard fire alarm system, no automatic fire sprinklers, and unprotected stairways allowing for vertical fire spread while compromising exiting. The proposed high rise facility at Pauma will have none of the above listed deficiencies. The building's fire protection features are listed later in this report. Therefore, an equal level of response than that of major Southern California metropolitan areas represents a higher degree of protection.

Firefighter Training

The Pauma Fire Department is dedicated to participating in regional fire service training. Currently, Pauma hosts classes for Palomar Community College's Fire Science program, and will continue to do so. Firefighters with the newly formed Pauma Fire Department, as well as the other departments with response agreements with Pauma, meet State standards for firefighters. In addition, specialized truck and high rise operations classes are offered in the area to further train firefighters for the special practice of high rise firefighting.

To provide responding firefighters familiarity with high rise operations specific to the proposed high rise building, Pauma Fire Department will host regular trainings and drills. High rise firefighting is made up of skills taught in the basic firefighter-1 academy, but most firefighters in the State do not have high rise buildings in their jurisdictions. Quarterly inter-agency training at the facility will be sufficient to allow firefighters to accustom themselves with high rise firefighting practices.

Building Construction and Fire Protection Features

The Pauma Tribe's gaming compact with the State of California requires the adoption of building and safety codes equivalent to the California State Building and Fire Codes. High rise buildings regulated by the California State Building Code have built-in fire protection features that add protection to the structure and occupants. These features include:

1. Automatic fire sprinkler systems throughout
2. Standpipe systems in each stairwell for firefighting purposes
3. Automatic fire pump with backup water supply on-site
4. Fully automatic fire alarm system
5. Smoke control systems
6. Protected stair enclosures

The ability for the building's systems to adequately protect occupants depends on its maintenance, which the Tribe has committed to. According to the National Fire Sprinkler Association, there have been no multiple losses of life in a fully sprinklered building (more than 3 persons killed). This is a commonly accepted fact backed by statistics from the National Fire Protection Association (NFPA) and commonly used by the fire service to support the adoption of fire sprinkler ordinances. NFPA also identifies statistics that 95% of all fires in buildings equipped with automatic fire sprinkler systems are controlled or extinguished by the sprinkler systems, and 90% of the time with only one or two heads activating.

⁶ Fire Sprinkler Retrofit... A Step-By-Step Approach For Communities. National Fire Sprinkler Association, 2003 (p. 118).

Standpipes, coupled with the automatic fire pump, allow firefighters to climb to the fire floor with standardized firefighting equipment carried on any fire engine. Standard practices for high-rise firefighting and “lines above ground” are taught to firefighters in the basic fire academy. The fire pump is fed by the Tribal water system (described in the “Water Supplies” section), and will be connected to a secondary source of stored water as required in the Building Code, in case the primary water supply is interrupted.

The fire alarm system will be monitored by an alarm monitoring service, complying with the fire code, providing for the automatic notification of the fire department when the alarm is activated by smoke or heat detectors, pull stations, or waterflow detectors. The fire alarm system, smoke control systems, and protected stair enclosures allow more time for occupants to evacuate the building while providing a more tenable environment for firefighting operations, and decrease the time from the incipience of a fire to its detection.

Fire departments designing a response to high rise fires are usually faced with protecting older buildings that contain none of the features listed above. It was not until the 1970’s that building codes and standards began to adopt more stringent requirements for high rise buildings as a result of several catastrophic fires around the world. This project will provide a level of fire department response that compares with cities that have older high rise buildings. This fact combined with state-of-the-art building features, creates a level of safety that exceeds many existing buildings today.

Fire Department Water Supplies

Fire department water supplies must be sized to adequately support firefighting operations. When considering the general requirements for water supplies, each building is considered separate, and the presence of multiple hazards in separate buildings does not affect the water supply requirements.

Required Fire Flow

California State Fire Code Appendix III-AA provides information for determining the required fire flow for new structures. This appendix considers the type of construction and total building area to identify the required flow from public water systems used for firefighting. The flow is computed above the daily demand of the water system. The Fire Code allows a discretionary reduction of up to 75 percent of the fire flow (gallons per minute, or “GPM”) derived from the table in Appendix III-AA for commercial occupancies. However, a reasonable application of the reduction would not allow a project to use more than a 50 percent reduction in flow. Pauma will apply the 50% reduction and provide 3,000 gallons per minute for a duration of 3 hours as its required fire flow, based on the reasonable application of the State Fire Code.

540,000 gallons of water are necessary to dedicate to fire protection at the proposed facility. The San Diego County Water Agency Standards specify a storage capacity as the sum of fire protection water supply needed and operational storage. Operational storage is defined as 30 percent of the average daily demand multiplied by a peaking factor of 2.7. The average daily demand is calculated at 262,884. When multiplied as described above, the required operational storage is 212,936. The required tank storage for this facility is therefore 752,936 gallons, which is exceeded by the proposed storage by 347,064 gallons.

The proposed water storage of 1.1 million gallons provides a 64 percent buffer for fire protection water. The proposed fire protection water supply is therefore more than adequate for the development.

Fire Hydrant Locations and Spacing

California Fire Code Appendix III-BB identifies requirements for fire hydrant spacing based on fire flows required. Public fire hydrants spaced along fire department access roads at 300 foot intervals will meet the facility's needs for the current development.

Distances to hydrants from buildings will not exceed 400 feet from the most remote portion of the building. This distance is measured along the path of foot travel, and then along the fire access road. This requirement is found in the current California Fire Code, Appendix III-BB, which has a requirement for distances to hydrants along access roads. The adaptation to this requirement accounts for the 150 foot travel distance from the farthest point on a building. If a building has access that is closer than 150 feet, it is accounted for in the hydrant spacing requirements.

Section III: Emergency Medical Services

The Pauma Tribe will provide two levels of emergency medical, or "pre-hospital" care. The Casino will employ certified emergency medical technicians 24-hours a day for fast response and triage of medical emergencies. Standards affecting emergency medical services include response criteria set by San Diego County Emergency Medical Services Policy/Procedure/Protocol No. P-801.

Receiving Hospitals

Three hospitals exist in North San Diego County to serve proposed development. Palomar Community Hospital in Escondido and Fallbrook Community Hospital in Fallbrook have indicated there will be no impact on their ability to provide service with the increase in medical emergencies the development would bring.

Emergency Medical Services Response and Staffing

The Pauma Casino will continue to provide Emergency Medical Technicians 24 hours a day to respond to, evaluate, and intercede as necessary during medical emergencies. The Pauma Tribe will provide for a paramedic ambulance at its fire station, allowing ground transport and paramedics to arrive at scene in less than 10 minutes, 90% of the time. This meets San Diego County's standard for medical response in Policy/Procedure/Protocol No. P-801, section IV.A.9a.

In the event of a blocked road or critical patient needing specialized care, the Pauma Tribe has obtained a will-serve letter from Mercy Air Transport in San Diego County. The Tribe has also obtained "will serve" letters from AMR ambulance and Mercy Transport Services, Inc. indicating they are willing to provide ALS transport if a situation arises in which Pauma cannot respond.

Sharing Resources

The Pauma Tribe intends to participate in the San Diego County Master Mutual Aid Plan and share its resources with neighboring communities. Because of the relatively low call volume anticipated at the hotel/casino and the surrounding rural area, and agreements with Pala, San Pasqual, and Cal Fire (CDF), the resources will not be overburdened and will be an asset to Pauma's neighbors.

Conclusion

The proposed development of a high rise hotel and casino at the Pauma Indian Reservation presents hazards and an increased demand on fire and emergency medical services in the area that are mitigated as described in this report. The following table summarizes the mitigations:

Area	Impact	Mitigation
Occupant load	Increased demand for evacuation	Pauma staff will create a plan for evacuation, emergencies, and defending occupants in place in compliance with CCR Title 19.
Fire Response	Existing fire department response time exceeds County standards	Pauma Tribe is developing its own fire department on-site that will meet County standards.
Fire Response	Existing fire department response is not sufficient for high rise structures	<ol style="list-style-type: none"> 1. Pauma Tribe has signed agreements with neighboring fire departments for the necessary protection. 2. Pauma Tribe is developing its own fire department. 3. Fire protection features in the proposed development offer increased protection to occupants and the structures, provide for firefighter safety, and decrease the needed level of fire department response.
Fire Response	High rise structures require ongoing training for firefighters	Pauma Fire Department is active in regional training and will provide high rise training for itself and other departments.
Fire Response	Increased demand for fire services will impact services provided to neighboring communities	Pauma Fire Department will participate in mutual and automatic aid with its neighbors for medical and fire emergencies.
Water Supply	Water needed for fire protection is 540,000 above maximum daily demand	Storage facilities increased to 1.1 million gallons, allowing 850,000 gallons for firefighting above maximum daily demand.
Emergency Medical Services	Increases in medical emergencies will impact receiving hospitals	"Will serve" letters from local hospitals demonstrate no negative impact.
Emergency Medical Services	Current service does not meet County standards for response times	Pauma will provide for an ALS (paramedic) ambulance on site and to augment Pauma's services, Mercy Transport Services, and Mercy Air Services will have tribal contracts. All of which will meet County standards.

Andrew F. Wells - Biography

Andy Wells, a professional Fire Consultant with 18 years experience, currently serves as the fire marshal for the Pechanga Fire Department. His experience includes nine years as a fire prevention engineering assistant with the Los Angeles County Fire Department, and seven as a captain with the Sierra Madre Volunteer Fire Department. Mr. Wells currently holds the position of president in the Riverside County Fire Prevention Officer's Association and is a private fire/life safety consultant to public and private interests.

Mr. Wells holds a bachelor's degree in fire protection administration. He is certified by the California State Fire Marshal's Office as a fire officer, fire prevention officer, fire prevention specialist, and fire plans examiner. Mr. Wells maintains certification as a Uniform Fire Code inspector. His ongoing education includes the National Fire Academy's Fire Inspection Principles course, International Code Council seminars, and classes, and National Fire Protection Association courses. Mr. Wells' training and experience incorporate several positions on local and Federal incident command teams.

Some of the projects that are notable in Mr. Wells' career include the review and approval of the Hollywood Bowl replacement, Los Angeles County-USC Medical Center replacement, City of Hope Hospital, and various building projects at Universal Studios. As a Fire Consultant, Mr. Wells provides services to large hotel and conference centers during expansion, numerous construction and community planning projects, and to the City of Santa Paula. For the City of Santa Paula he reviewed a proposed development's environmental impact report with respect to fire service delivery and construction standards for fire and life safety.

AGREEMENT FOR MUTUAL AID

This AGREEMENT made this 02 day of January, 2008, by and between the **PAUMA RESERVATION FIRE DEPARTMENT**, hereinafter called **PRFD**, and the **RINCON RESERVATION FIRE**, whose principle place of business is 33485 Valley Center Road, Valley Center, CA 92082.

WITNESSETH:

WHEREAS:

1. **Pauma Reservation Fire Department (PRFD)** maintains and operates a fire protection organization for the purpose of providing fire protection and medical aid services to the area generally known as Pauma Indian Reservation.
2. It is the desire of the parties hereto render aid, each to the other, to combat the effect of fire, and other emergency events when such aid is necessary as herein set forth; and
3. The parties hereto desire to effect the purpose of this agreement pursuant to the provisions of the "Joint Exercise of Power Act" (Gov. Code Section 6500-6522) and Health and Safety Code Section 13050.

NOW THEREFORE, the parties hereto mutually agree as follows:

- (1) To furnish fire and medical protection personnel and/or equipment and to render such emergency services to each other as may be necessary to provide fire and medical emergency response and suppress fire or mitigate an emergency that is beyond the control of either of the parties hereto acting without the assistance of the other and control of which therefore requires assistance from the other. In addition, request for mutual aid services may be required if response times of each department is extended and may be detrimental in the service to their citizens.
- (2) Such mutual aid shall be provided within the parties District/Reservation, as provided in # (9) below, however, that neither party shall be required to reduce its own emergency response resources, personnel, services, and facilities to the detriment of its normal fire protection capability, as determined by supervisory personnel on a daily basis.
- (3) No response to a mutual aid request provided for in this agreement will be made by the parties hereto unless such request is received through

the established communication channels common to each party and made by a responsible fire official of the party requesting such aid.

- (4) Any mutual aid extended under this agreement will be extended with the express understanding that the fire official in charge (in whose jurisdiction a fire or emergency response requiring mutual aid occurs) shall remain in charge at such incident including the direction of personnel and equipment provided through the operation of this mutual aid agreement.
- (5) Except as may be provided by separate written agreement or in (7) below, between the parties hereto, the assurance of mutual aid set forth herein shall constitute the sole consideration for the performance hereof and neither party shall be obligated to reimburse the other for any use of material, damage to equipment, or liability incurred which may occur in the course of rendering the firefighting assistance herein provide for.
- (6) Both parties agree that fire fighting apparatus will be supervised by full-time paid personnel only.
- (7) That certain specialized types of fire protection resources may not be made available subject to the provisions of this agreement, and that such resources will be available only on a reimbursement basis.
- (8) This agreement shall remain in full force and effect for a period of five (5) years from the date here-in-above written unless sooner terminated by either of the parties giving to the other fifteen (15) days written notice of such termination.
- (9) The **Rincon Reservation Fire** will respond one fire apparatus to the **PRFD** upon a request from **PRFD** or per the dispatch matrix on file with the Emergency Command Center (ECC). The **PRFD** will respond one fire apparatus to the **Rincon Reservation Fire** upon a request from the **Rincon Reservation Fire** or per the dispatch matrix on file with the ECC. Wildland fire incident are not covered in this agreement. All requests for services on wild-land fires must be made through CDF in both Districts, or as is on file with the ECC.

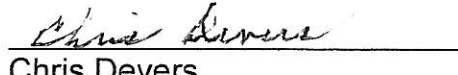
IN WITNESS WHEREOF, the parties here to have caused this agreement to be executed as of the day and year written above.

Rincon Luiseno Band of Indians


Vernon Wright
Tribal Chairperson

1-15-2008
Date

Pauma Band of Mission Indian


Chris Devers
Tribal Chairperson


1/23/07
Date

Rincon Reservation Fire


Michael Donovan
Fire Chief

01-02-08
Date

Pauma Fire Department


Bill Melendez
Fire Chief

01/22/08
Date

AGREEMENT FOR HOURLY USE OF EMERGENCY SERVICES TRAINING FACILITY
BETWEEN THE CITY OF SAN MARCOS,
AND THE **PAUMA FIRE DEPARTMENT**
(NON-SUBSCRIPTION RENTAL)

THIS AGREEMENT FOR USE OF REGIONAL EMERGENCY SERVICES TRAINING FACILITY ("Facility") is made as of the 5TH day of **SEPTEMBER 2007**, by and between the CITY OF SAN MARCOS, a municipal corporation, ("City"), and **PAUMA FIRE DEPARTMENT** ("Agency").

RECITALS

- A. Within San Diego County there exists a need for improved emergency services training to ensure effective and efficient fire, emergency rescue and law enforcement services;
- B. On April 12, 2001, the San Marcos City Council officially dedicated the new Regional Emergency Services Training Center and directed that the Facility be made available to other fire, law enforcement and rescue agencies;
- C. City and Agency desire to increase regional cooperation and recognize the long term cost benefits associated with shared use of a common training facility. The parties further recognize the environmental benefits of a state-of-the-art facility combining use of well water with a Stormwater Management-compliant water catchment/recirculation system.
- D. City and Agency recognize the need for continuing collaboration on regional training issues and desire that this agreement establish a mutually beneficial framework to achieve that goal.

NOW, THEREFORE, in consideration of the foregoing recitals, the parties agree as follows:

PURPOSE OF AGREEMENT

The purpose of this agreement shall be to establish, to the maximum extent feasible, the rental terms and conditions for use of the Facility, and administrative and operational roles of the parties.

TERM OF AGREEMENT

This Agreement shall be effective on the date first written above and shall expire one (1) year thereafter ("Term").

RENEWAL OF AGREEMENT

Agency shall endeavor to notify City at least sixty (60) days prior to the scheduled termination of this Agreement of its desire to renew the Agreement. City shall provide Agency a new Agreement outlining new terms and conditions, if any, at least thirty (30) days prior to the termination date.

HOURLY FEE

As consideration for its use of the Facility hereunder, Agency shall pay City an Hourly Fee for those components of the Facility as outlined on the Facility Rate Schedule.

TIME AND PLACE OF PAYMENT

City shall invoice Agency for its Hourly Fee upon Agency scheduling such hours. Agency shall remit payment in full to the attention of City's Fire Department, 1 Civic Center Drive, San Marcos, CA 92069, within forty-five (45) days of receipt of such invoice. A late charge equivalent to 5% of the unpaid balance shall be assessed on all accounts ten (10) or more days past due.

HOURLY USE RIGHTS

Agency's hourly use shall entitle it to use one or all of the following Facility components and systems based on the hourly rate for each such component indicated on the attached Rate Schedule.

- Environmental (Burn) Room
- Tower & Drill Ground (includes standpipe & sprinkler systems)
- Artificial Smoke
- Ventilation Prop
- Drafting/Pump Test Pit
- Safety Officer/Technician
- Classrooms

The presence of a City Fire Department Safety Technician ("City's Safety Technician") shall be required at all exercises involving use of the burn room, artificial smoke and/or ventilation prop, and technical rescue features, and is charged at the rate indicated on the Rate Schedule.

City shall stock the following equipment for Agency's use at the Facility: (1) assortment of hard suction hoses for drafting/pump test pit exercises; (2) rescue dummy; and (3) Kaiser Force Machine. Agency shall provide all other portable equipment and supplies necessary to its exercise(s).

Expendable materials for the ventilation prop and approved combustible materials (e.g., pallets) for the burn room *are not included* in the Hourly Fee but may be purchased from inventory at the Facility or used and replaced on a 1 for 1, like-kind basis.

SAFETY TRAINING & MONITORING

City shall provide Agency and its employees a free orientation and written guidelines on the safe use and operation of the Facility. Thereafter, it shall be the Agency's responsibility to use the facility in a safe manner as prescribed in the Tower Operations Manual attached as Exhibit "A" hereto. The presence of a City Safety Technician shall be required at all exercises involving use of the burn room, artificial smoke, ventilation prop and technical rescue features. The Safety Technician shall have the authority to stop or require modifications to any exercise, which, in his/her opinion may result in injury to participants, or damage to the Facility. Agency shall appoint a safety officer to coordinate with City's Safety Technician and to perform safety monitoring functions at all exercises where the Technician is not present.

USE OF FACILITY CLASSROOMS

Agency may elect to rent classrooms on an hourly basis, on the terms and conditions stated on the Rate Schedule attached as Exhibit "B" hereto. If requested, City will endeavor to schedule Agency's use of classrooms concurrently with its use of the tower and/or other facility components, but makes no representations concerning its ability to do so.

SCHEDULING OF FACILITY

Agency may schedule use of the Facility on an "as available", "first come first served" basis by contacting City's Fire Administration staff. In the event Agency is unable to use its allotted time(s), it shall, as soon as practical, notify City Fire Administration. Agency will be invoiced for hours scheduled not actual hours used.

NOTICE OF DAMAGE

Agency shall notify City of any damage arising from its use of the Facility within twenty-four (24) hours of the occurrence of such damage.

ACCIDENT/DAMAGE INVESTIGATION

The parties agree to fully and promptly cooperate in the investigation of injury and non-injury accidents and Facility and/or equipment damage arising from Agency's use of the Facility. City Fire Administration will coordinate such investigations for the purpose of determining cause, responsibility and any physical or operational modifications or improvements deemed necessary to improve Facility safety.

FACILITY CLEANUP

Agency shall be responsible for general clean up of the Facility following its use of same. For purposes of this Agreement, "cleanup" shall generally consist of depositing burned debris from the environmental room in the on-site dumpster, removal of used roofing materials from the roof prop area, securing of all windows and doors, and return of all equipment and training props to the storage room. Agency's cleanup obligations are more fully described in the Tower Operations Manual.

PENALTY FOR NON CLEAN UP

Agency shall pay a clean up fee of \$150 per occurrence if it fails to clean the Facility and store equipment pursuant to the requirements of the Tower Operations Manual. Said penalty shall be due and payable in the same manner as the Subscription Fee.

MAINTENANCE OF FACILITY

City shall be responsible for maintenance of the Facility and shall make all repairs and take such other actions as may be required to maintain the Facility in a safe and sanitary condition in compliance with applicable laws.

UTILITIES

City shall pay all utility costs associated with operation of the Facility.

IMPROVEMENTS/ALTERATIONS

Agency shall not make, nor shall it permit its employees to make, any improvement, modification, alteration or addition to the Facility without the prior written consent of City.

ALCOHOL AND DRUG USE

No Agency employee on City property shall be in any way impaired due to the influence of alcohol, illegal drugs or other controlled substances; neither shall they possess an open container of alcohol, consume alcohol, or possess or consume an illegal drug or controlled substance, or offer or provide alcohol, illegal drugs or controlled substances to another person while on City Property. Medically prescribed medications shall constitute the only exception to this section. Agency shall be responsible for informing all of its employees of the objective of a safe, healthy and productive training environment and the prohibition against drug or alcohol use or impairment from same while on City property. Agency shall remove any employees found in violation of this section of the Agreement.

HOLD HARMLESS

Agency shall indemnify and hold harmless the City and San Marcos Fire Protection District ("District") and their officers, agents and employees against all claims for damages, to persons or property arising out of the conduct of the Agency or its employees, agents or others in connection with its use and occupation of the Facility under this Agreement, except only for those claims arising from the sole active negligence or sole willful misconduct of the City, District, or their officers, agents, or employees. Agency's indemnification shall include any and all costs, expenses, attorneys fees and liability incurred by the City, District, or their officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Agency at its own expense shall, upon written request by the City or District, defend any such suit or action brought against the City, District or their officers, agents, or employees.

City shall defend, indemnify, and hold harmless the Agency and employees from and against all claims damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance by City of the services specified in this agreement that are caused by the sole active negligence or sole willful misconduct of City, or anyone directly or indirectly employed by City.

GENERAL LIABILITY INSURANCE

Agency shall be self-insured, or shall obtain and maintain throughout the Term, adequate insurance from a carrier acceptable to the City insuring against loss from any personal liability or property damage arising from any operation or activity of Agency, its agents or employees as provided for in this Agreement. Minimum coverage shall be \$1,000,000 Combined Single Limit Liability. Said policy shall include comprehensive, premises-operations, property damage, and personal injury coverage.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Agency shall obtain and maintain in effect throughout the Term, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. The Workers' Compensation Policy shall provide for a waiver of subrogation rights against the City and San Marcos Fire Protection District for any injuries to Agency's employees.

MISCELLANEOUS INSURANCE PROVISIONS

A copy of all policies of insurance shall be filed with City, and Agency shall deposit Certificates of Insurance and endorsements thereon which name The City of San Marcos and San Marcos Fire Protection District as additional insureds for Agency's activities and operations at the Facility. Said policies shall specify that the policy may not be terminated, altered or canceled without thirty (30) days prior written notice to City by the insurer.

Throughout the term of this Agreement, Agency shall immediately notify the City in writing of any and all claims, accidents, and/or incidents, which might give rise to litigation arising out of Agency's performance pursuant to this Agreement.

Failure of Agency to obtain and maintain in force the required coverage, or to inform the City of changes in required coverage or status of coverage held, shall be a breach of contract and Agency shall indemnify and defend the City for any and all damages suffered or incurred as a result of such breach, including attorney's fees and costs.

AGREEMENT MODIFICATION

This Agreement shall not be modified orally or in any manner other than by agreement in writing signed by the parties hereto.

RELATIONSHIP OF PARTIES

This is an agreement by and between two independent parties and is not intended to, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association.

RESERVATION OF RIGHTS

City shall not unreasonably interfere with Agency's use of the Emergency Services Training Facility while Agency is in possession of the Facility. This is provided, however, that City specifically retains the following rights:

Right to Enter: City reserves the right to enter the Emergency Services Training Facility at any time with no notice beforehand, for the purpose of performing maintenance, inspections, repairs or improvements, or to intervene, if and as necessary, to assist Agency in the proper use of the Facility.

Right to Stop: City may, at any time, stop Agency from the performance of any act or procedures deemed unsafe or damaging by the City's Safety Technician. Unsafe and/or damaging behavior shall include, but not be limited to, procedures or practices outside the scope of normal fire service standards, or which might reasonably be expected to result in bodily injury or damage to the Facility.

Right to Use or Let Remainder of Facility: City shall have the right to use or to let those Facility components not scheduled for use by Agency during its reserved training period(s) to other emergency service agencies. In such event, City shall make every effort to ensure that the activities of others do not impede or interfere with Agency's training objectives.

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NOTICES

All notices, demands, requests, consents, or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be delivered or mailed to the respective party as follows:

City of San Marcos:

San Marcos Fire Department
Fire Chief
1 Civic Center Drive
San Marcos, CA 92069

Agency:

Pauma Fire Department
P.O. Box 369
Pauma Valley, CA 92061

Notices shall be deemed received upon personal service or seventy-two hours after placement in the United States Mail, First Class, and Return Receipt Requested.

ENTIRE AGREEMENT

This Agreement comprises the entire understanding between City and Agency concerning the use and occupation of the Facility and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of the Facility, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself.

INTERPRETATION OF AGREEMENT

The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to City.

SEVERABILITY

Should any provision hereof be found or deemed to be invalid by a court with appropriate jurisdiction, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

COMPLIANCE WITH LAW

Agency shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

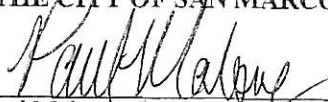
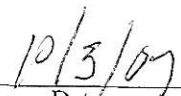
AUTHORIZED SIGNATURE

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of their respective legal entities.

IN WITNESS WHEREOF the parties hereto do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year written herein.

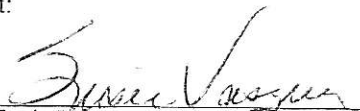

FOR THE CITY OF SAN MARCOS:

By:


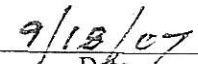

Paul Malone, City Manager
Date

Attest:

By:


Susie Vasquez, City Clerk
Date**FOR PAUMA FIRE DEPARTMENT:**

By:


Title: Chris C. Devers, Sr.
Pauma Tribal Chairman
Date

**FIRE SERVICES AGREEMENT
BETWEEN THE SAN PASQUAL BAND OF MISSION INDIANS AND
THE PAUMA BAND OF MISSION INDIANS**

This Fire Services Agreement is made this 6th day of January ~~2007~~ ²⁰⁰⁸, by and between the SAN PASQUAL BAND OF MISSION INDIANS ("San Pasqual") and its San Pasqual Reservation Fire Department ("SPRFD") and the PAUMA BAND OF MISSION INDIANS ("Pauma") (San Pasqual, SPRFD and Pauma shall be collectively referred to as the "Parties" hereinafter).

RECITALS

WHEREAS, Casino Pauma opened in 2001 as an approximately 85,000 square foot gaming and entertainment Pauma Gaming Facility on the Pauma Indian Reservation in northern San Diego County; and

WHEREAS, Casino Pauma will expand to contain a new casino, retail and food and beverage facility, an approximately 400 room hotel within a 19 story high-rise structure, a Multi-Purpose Events Center, a Conference/Meeting facility, an Administrative and Facilities Center, and an approximately 1,500 space parking garage (collectively the new construction described in this paragraph shall be referred as the Pauma Gaming Facility"); and

WHEREAS, Pauma desires to promote and provide a clean and safe environment for visiting patrons to the Pauma Gaming Facility by ensuring adequate response by fire and medical response services; and

WHEREAS, the Pauma Fire Department intends to acquire the necessary equipment, staffing and training to service the Pauma Gaming Facility on its own, but until such time as Pauma deems it is fully capable of providing fire suppression services to the Pauma Gaming Facility, Pauma intends to seek and pay for fire services from San Pasqual; and

WHEREAS, the SPRFD currently has responsibility to serve the San Pasqual Indian Reservation and the casino structure there and accordingly has appropriate suppression response capability, including equipment that meets NFPA standards and professional fire fighters trained to fight fires and respond to medical emergencies in a high-rise building with high occupancy levels; and

WHEREAS, the SPRFD was established in 1998 and as of December 01, 2006, it has 18 paid personnel and 15 paid reserves, a 2004 Type I HME Engine with 1000 Gallon Capacity, a 2000 Type II International with a 500 gallon capacity, a Type I and Type III reserve Engine and one command vehicle; and

WHEREAS, Pauma intends to enter into a similar agreement with the Pala Band of Mission Indians to provide like services for fire suppression for a high rise structure fire, and will also augment this agreement with additional fire suppression with an agreement from the Yuima Water District for use of its Type III Engine located at the Rincon CDF Fire Station and may enter more agreements as needed.

NOW, THEREFORE, the Parties hereby agree as follows:

General Terms & Conditions. Execution of this document constitutes an Agreement between the authorized representatives of the parties approving the following binding Fire Services Agreement.

1. Parties to Agreement.
The SAN PASQUAL BAND OF MISSION INDIANS ("San Pasqual") and the PAUMA BAND OF MISSION INDIANS ("Pauma") for the mutual consideration set forth herein, agree to the terms and conditions contained herein.
2. Purposes.
To provide services as defined in paragraph 4 below for the Pauma Gaming Facility.
3. Term.
The term of this Agreement shall be for twelve (12) months, commencing on the date the Pauma Gaming Facility is first open for gaming. This Agreement shall automatically renew for additional twelve (12) month period with consent from both parties.
4. Coverage Area.
The Pauma Gaming Facility.
5. Services.
Fire protection and emergency medical services for Pauma Gaming Facility shall be provided by the San Pasqual Reservation Fire Department ("SPRFD"), described as follows:
 - a. Pauma Gaming Facility Owned by and on Land of Pauma:
 - Fire and Hazard Response (365 days per year/24 hours per day). These services include but are not limited to calls relating to fire suppression, hazards, etc., which may require engine

companies, fire fighting equipment, the use, laying and connection of hoses, maneuvering of nozzles and direct fire streams, raise and climb ladders, extinguishers and fire fighting hand tools.

- Emergency Medical Response (365 days per year/24 hours per day). These services include but are not limited to first response services requiring firefighters trained to provide basic life support (BLS) for those whose lives may be in danger.
- Public Service Response (365 days per year/24 hours per day). These services include but are not limited to calls related to the rescue and protection of people which may require an engine company or other equipment in accordance with NFPA standards.

b. Response Levels:

The SPRFD shall provide such services at the response levels more specifically set forth below:

1. Medical Emergency:

Provide Type I Engine with EMT BLS Personnel for evaluation and treatment as needed to back up existing resources in the case of concurrent medical emergencies. Medical transport will not be provided by SPRFD.

2. Casino/Business/Commercial Structure Fire:

Response shall be by one Type One engine company and one ladder truck and any associated support available to the SPRFD.

c. Non-exclusivity.

SPRFD may provide services to other entities/districts as provided for by Tribal, State, and other California State statutes applicable to SPRFD. SPRFD and San Pasqual shall make available for review to Pauma all other agreements of a similar subject matter that the SPRFD and San Pasqual acting on behalf of SPRFD has executed or executes subsequent to the date of this agreement.

d. Meeting 90 days Prior to Casino Opening.

Pauma will contact and organize a meeting with the SPRFD which shall take place at least 90 days prior to the date Pauma estimates the Pauma Gaming Facility will first open for gaming

5. Costs.

The yearly cost of this Agreement for services is equal to TEN THOUSAND DOLLARS (\$10,000.00) in addition to the hourly costs of all responses by the SPRFD in accordance with the rates in Attachment 1. Upon the one year anniversary of this Agreement, Costs may be adjusted based upon a negotiated share of the actual operating costs (operating budget) as provided by the SPRFD.

a. Payment of Fees.

Payment of Fees shall be TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) made quarterly within fifteen (15) days of the first day of operation of the Pauma Gaming Facility. In addition, the hourly costs of all responses by the SPRFD based on the rates in Attachment 1 will be paid within thirty (30) days of receipt of an invoice from the SPRFD.

b. Cost Sharing.

SPRFD, Pauma, and such additional federally recognized Indian tribes shall negotiate in good faith for cost sharing in connection to the services provided under this Agreement.

c. Reduction of Costs Upon Pauma's Purchase of Certain Equipment.

If Pauma purchases only a Type One Engine or only a ladder truck *but not both* it shall notify the SPRFD that it will only require the services of only SPRFD's Type One Engine and company or only its ladder truck to augment Pauma's capabilities. If such notification is given by Pauma, then the Payment of Fees shall be halved and shall not exceed FIVE THOUSAND DOLLARS per year and the quarterly payment will be ONE THOUSAND AND TWO HUNDRED AND FIFTY DOLLARS (\$1,250) in addition to the hourly costs of all responses by the SPRFD in accordance with the rates in Attachment 1.

7. Insurance.

To the extent applicable, SPRFD agrees to maintain all required primary health, workers compensation and employer liability coverage for all of its employees and equipment providing services pursuant to this Agreement under state workers' compensation laws.

8. Mutual Cooperation Re: Grant Application.

The parties agree to use best efforts to secure grants that may be available and will facilitate and improve the services to be provided per this Agreement. The parties agree to negotiate in good faith regarding offsets or adjustment in fees set forth in this agreement to reflect the intended purposes of such grants.

9. Independent Counsel.

Each party acknowledges that it has access to independent counsel for review of the Agreement.

11. Notices.

All notices will be in writing to the following:

For Pauma :

Pauma Band of Mission Indians
P.O. Box 369
Pauma Valley, CA 92061
Attention: Tribal Chairman

With a copy to:

Rosette & Associates PC
565 West Chandler Blvd., Suite 212
Chandler, AZ 85225
Attention: Robert A. Rosette, Esq.

For the SPRFD:

San Pasqual Reservation Fire Department
16150 Kumeyaay Way
Valley Center, CA 92082
Attention: Howard K. Maxcy, Chief

With a copy to:

San Pasqual Band of Mission Indians
24458 N. Lake Wohlford Rd.
Valley Center, CA 92082
Attention: Tribal Chairman

12. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any counterpart.
13. Governing Law. This agreement shall be governed by and construed in accordance with the law of the State of California.
14. Authority. Each of the parties hereto agrees and confirms that each is federally recognized as an Indian tribe. Both Pauma and San Pasqual have all the requisite power and authority to perform the obligations within this agreement. The execution, delivery and performance by San Pasqual and Pauma each has been duly authorized by all necessary action of the Pauma Tribal Council and San Pasqual Tribal Council.

The execution, delivery and performance of this agreement does not:

- a. require any consent or approval not yet obtained;
 - b. violate or conflict with any provision of the Constitutions or other governing documents of either Pauma or San Pasqual;
 - c. require any consent or approval of any United States governmental agency or any notice to, registration or qualification with any United States governmental agency, not heretofore obtained as of the date of execution of this agreement. Without limitation on the foregoing, the approval of the Bureau of Indian Affairs is not required for the execution, performance or enforceability of this Fire Services Protection Agreement.
15. Indemnification. Pauma agrees that, to the fullest extent permissible by law and to the extent such third party claims do not arise as a result of the SPRFD's negligence or other misconduct, Pauma will defend, indemnify and hold harmless the SPRFD, its representatives, officers, agents, and employees, from any and all third party claims, demands, actions, causes of action, losses, liabilities, or costs (including reasonable attorneys' fees) for Claims arising out of or related to the third party challenge or action taken against the SPRFD as a result of any action by the SPRFD undertaken to enter into, approve, ratify, or adopt this Fire Services Agreement or as a result of Pauma's development, construction or operation of the Pauma Gaming Facility that is in material violation of Pauma's obligations to the SPRFD under this Fire Services Agreement. Provided, however, this provision shall only apply to those causes of

action that challenges the legitimacy of this Fire Services Agreement, the authority of the SPRFD to enter into this Fire Services Agreement, or the adequacy of the mitigation identified within this Fire Services Agreement, and provided further, Pauma's total aggregate liability pursuant to this subsection shall be a maximum of One Hundred Thousand Dollars (\$100,000.00).

The obligations of this indemnification provision shall be binding on the parties and all successors and assigns of Pauma and San Pasqual shall so obligate all transferees and assigns.

16. Sufficiency of Mitigation. The SPRFD has determined that the contribution referenced in Section 6, is, in the opinion of the SPRFD, sufficient for SPRFD to provide emergency and fire services to the Pauma Gaming Facility. The Parties intend for the contribution referenced in Section 6 to constitute all of the contributions which Pauma shall make to the SPRFD.

17. Term and Termination.

- a. Effective Date. This Fire Services Agreement shall not become effective unless and until the following events have occurred:
1. This Fire Services Agreement has been approved by the SPRFD through Tribal Council resolution, and executed and delivered to Pauma; and
 2. This Fire Services Agreement has been approved or ratified by Pauma's Tribal Council, approved as to form by legal counsel to Pauma, and executed and delivered by Pauma.
- b. Expiration Date.
1. Subject to the early termination provisions of this Fire Services Agreement, this Fire Services Agreement shall expire on the earlier of:
 - a. the date Pauma is able to provide for its own services without the need to rely on SPRFD and notice of such determination is provided to SPRFD; or
 - b. The anniversary of twelve (12) months after the date the Pauma Gaming Facility is first open for gaming and the

Parties have not provided consent for automatically renewal for an additional twelve (12) month period; or

- c. the date on which Pauma permanently ceases operation of the Pauma Gaming Facility; or
- d. the date of the expiration or termination of the Pauma Tribal-State Compact; or
- e. the date Pauma is deemed not allowed to conduct gaming at the Pauma Gaming Facility.

- 2. Prior to the termination of this Fire Services Agreement, the parties will negotiate in good faith toward a new agreement that meets the needs of the parties at that time. If Pauma purchases a Type One Engine and/or a ladder truck, the Parties will negotiate an Automatic Aid Agreement for mutual aid using the Parties' Type One Engines and/or ladder trucks.

c. Termination.

- 1. Termination Upon Land Going Out of Trust: In the event that the Property is removed from trust or protected status such that the Property is no longer held in trust by the United States of America for the benefit of Pauma, or otherwise would not longer constitute Indian Country as that term is understood pursuant to federal law, or in the event Pauma ceases gaming operations on the Trust Property, the provisions of this Fire Services Agreement would become void as of that date as to any further obligations of Pauma for the payment of any amounts which would become due and payable to the SPRFD after the date that the Property is removed from trust or "Indian Country" status.
- 2. Effect of Expiration or Termination Upon the expiration or termination of this Fire Services Agreement, the provisions of this Fire Services Agreement shall be of no further force or effect and none of the provisions of this Fire Services Agreement shall survive such expiration or termination.

- d. Suspension Events. If, due to Force Majeure (as hereinafter defined), an act of God, valid business considerations, or in the event Pauma ceases gaming operations, the Parties' obligations

under this Fire Services Agreement shall be suspended as of the date of such suspension or termination until such time as such operations are resumed. For the purposes of this Section, the term "Force Majeure" shall include, without limitation, the following: earthquake; flood; fire; other natural disasters; riots; war; or terrorism.

e. Renegotiation Provision.

1. Basis for Renegotiation. Either Party may request that the other Party renegotiate one or more of the terms of this Fire Services Agreement if, and only if:
 - a. If either Party requests to renegotiate within 90 days prior to the date the Pauma Gaming Facility first opens for gaming; or
 - b. if Pauma purchases a Type One Engine and/or a ladder truck; or
 - c. there is a significant change that directly or indirectly relates to the Party's expectations under this Fire Services Agreement; and
 - d. the significant change materially impacts that Party; and
 - e. the significant change could not have been reasonably anticipated at the time of entering into this Fire Services Agreement.
2. Significant Change. Significant changes may include, but are not limited to:
 - a. a change in State or federal constitutions, laws, rules or regulations, relating to gaming on Indian lands, or ending the prohibition on Class III gaming (as defined in IGRA) or the operation of gaming devices by non-Indians in the State;
 - b. a reduction in the scope of gaming permitted at the Pauma Gaming Facility, whether pursuant to a change in federal, state or local constitutions, laws, rules or regulations, the Tribal-State Compact or otherwise;

c. the Tribal-State Compact, as amended or interpreted from time to time, (1) does not authorize Pauma to conduct the scope of Class III (as defined in IGRA) gaming activities authorized by the State 1999 model Tribal-State Gaming Compact.

3. Renegotiation Procedures. All requests by either Party to renegotiate or amend this Fire Services Agreement shall be by written notice addressed to the other Party and shall identify the provisions of this Fire Services Agreement to be negotiated or shall indicate that a Fire Services Agreement is no longer desired and the Party seeks to enter into an Automatic Aid Agreement in its place. Upon receipt of such notice, the Parties shall be obligated to renegotiate in good faith. The Parties shall confer promptly and determine a schedule for commencing negotiations within fifteen (15) days of receipt of notice. The Parties are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so.

IN WITNESS WHEREOF, the parties have entered into this binding Agreement on this 6th day of ~~December, 2007~~, with the intent to be legally bound.
January 2008

PAUMA BAND OF MISSION INDIANS

Date: January 6, 2008
~~December 2007~~

By: Chris C. Devers
Chris C. Devers
Tribal Chairman

PAUMA RESERVATION FIRE
DEPARTMENT

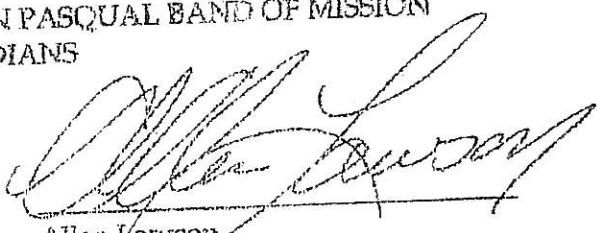
Date: January 8, 2008
~~December 2007~~

By: William Melendez
Fire Chief
Printed Name: William Melendez

SAN PASQUAL BAND OF MISSION
INDIANS

Date: December __, 2007

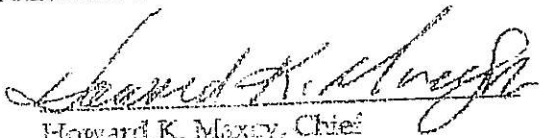
By:


Allen Lawson
Tribal Chairman

SAN PASQUAL RESERVATION FIRE
DEPARTMENT

Date: December __, 2007


By:


Howard K. Maxey, Chief

APPROVED AS TO LEGAL FORM BY
LEGAL COUNSEL TO PAUMA:

Date: December 23, 2007

By:


Robert A. Rosette, Esq.
Rosette & Associates, PC

Attachment 1

Fire Protection Costs to be paid to the San Pasqual Reservation Fire Department

Medical Aid Call

Personnel	Rate per Hour	OT rate per hour
Captain	\$25.75	\$38.62
Engineer	\$22.32	\$33.48
Firefighter x's 2	\$41.20	\$61.80
Equipment		
Type one Engine	\$400.00	\$400.00
Grand Total	\$489.27	\$533.90
A minimum charge of one hour *****		

Structure Fire (Commercial)

Personnel	Rate per Hour	
Chief Officer	\$38.48	\$57.69
Captain x's 2	\$51.50	\$77.24
Engineer x's 2	\$44.94	\$66.36
Firefighter x's 5	\$103.00	\$154.50
Equipment		
Ladder Truck	\$600.00	\$600.00
Type one Engine	\$400.00	\$400.00
Water Tender	\$200.00	\$200.00
Grand Total	\$1,437.00	\$1,556.33
A minimum charge of one hour *****		

Safety Inspections

Residential Structure up to 1500 sq. ft.	\$150.00
Residential Structure over 1500 sq. ft.	\$200.00
Commercial Structure up to 10,000 sq. ft.	\$600.00
Commercial Structure over 10,000 sq. ft.	\$1,000.00

A 5 % administration fee will be applied to medical and fire responses

DRAFT

**FIRE SERVICES AGREEMENT
BETWEEN THE PALA BAND OF MISSION INDIANS AND
THE PAUMA BAND OF MISSION INDIANS**

This Fire Services Agreement is made this 22 day of January 2008, by and between the PALA BAND OF MISSION INDIANS ("Pala") and its Pala Reservation Fire Department ("PRFD") and the PAUMA BAND OF MISSION INDIANS ("Pauma") (Pala, PRFD and Pauma shall be collectively referred to as the "Parties" hereinafter).

RECITALS

WHEREAS, Casino Pauma opened in 2001 as an approximately 85,000 square foot gaming and entertainment Pauma Gaming Facility on the Pauma Indian Reservation in northern San Diego County for which the PRFD and Pauma have had a Fire Protection Agreement since September 1, 2006.

WHEREAS, Casino Pauma will expand to contain a new casino, retail and food and beverage facility, an approximately 400 room hotel within a 19 story high-rise structure, a Multi-Purpose Events Center, a Conference/Meeting facility, an Administrative and Facilities Center, and an approximately 1,500 space parking garage (collectively the new construction described in this paragraph shall be referred as the Pauma Gaming Facility"); and

WHEREAS, Pauma desires to promote and provide a clean and safe environment for visiting patrons to the Pauma Gaming Facility by ensuring adequate response by fire and medical response services; and

WHEREAS, the Pauma Fire Department, as of the date of execution of the Agreement does not own sufficient equipment to respond to the Pauma Gaming Facility on its own, however, it intends to acquire the necessary equipment, staffing and training to service the Pauma Gaming Facility on its own, but until such time as Pauma deems it is fully capable of providing fire suppression services to the Pauma Gaming Facility, Pauma intends to seek and pay for fires services from Pala; and

WHEREAS, the PRFD currently has responsibility to serve the high rise building located on the Pala Indian Reservation and accordingly has appropriate suppression response capability, including equipment that meets NFPA standards and professional fire fighters trained to fight fires and respond to medical emergencies in a high-rise building with high occupancy levels; and

WHEREAS, Pauma intends to enter into a similar agreement with another Tribe, including the Rincon Band of Luiseno Indians and/or the San Pasqual Band of Mission Indians to provide like services for fire suppression for a high rise structure fire, and will also augment this agreement with additional fire suppression with an agreement from the Yuima Water District for use of its Type III Engine located at the Rincon CDF Fire Station.

NOW, THEREFORE, the Parties hereby agree as follows:

General Terms & Conditions. Execution of this document constitutes an Agreement between the authorized representatives of the parties approving the following binding Fire Services Agreement.

1. Parties to Agreement.
The PALA BAND OF MISSION INDIANS ("Pala") and the PAUMA BAND OF MISSION INDIANS ("Pauma") for the mutual consideration set forth herein, agree to the terms and conditions contained herein.
2. Purposes.
To provide services as defined in paragraph 5 below for the Pauma Gaming Facility.
3. Term.
The term of this Agreement shall be for twelve (12) months, commencing on the date the Pauma Gaming Facility is first open for gaming. This Agreement shall automatically renew for additional twelve (12) month period with consent from both parties.
4. Coverage Area.
The Pauma Gaming Facility.
5. Services.
Fire protection and emergency medical services for Pauma Gaming Facility shall be provided by the Pala Reservation Fire Department ("PRFD"), described as follows:
 - a. Pauma Gaming Facility Owned by and on Land of Pauma:
 - Fire and Hazard Response (365 days per year/24 hours per day). These services include but are not limited to calls relating to fire suppression, hazards, etc., which may require engine companies, fire fighting equipment, the use, laying and connection of hoses, maneuvering of nozzles and direct fire

streams, raise and climb ladders, extinguishers and fire fighting hand tools.

- Emergency Medical Response (365 days per year/24 hours per day). These services include but are not limited to first response services requiring firefighters trained to provide basic life support (BLS) for those whose lives may be in danger.
- Public Service Response (365 days per year/24 hours per day). These services include but are not limited to calls related to the rescue and protection of people which may require an engine company or other equipment in accordance with NFPA standards.

b. Response Levels:

The PRFD shall provide such services at the response levels more specifically set forth below:

1. Medical Emergency:

Provide Type I Engine with Paramedic BLS Personnel for evaluation and treatment as needed to back up existing resources in the case of concurrent medical emergencies or. Medical transport will not be provided by PRFD.

2. Casino/Business/Commercial Structure Fire:

Response shall be by one Type One engine company and one ladder truck and any associated support available to the PRFD.

c. Non-exclusivity.

PRFD may provide services to other entities/districts as provided for by Tribal, State and other California State statutes applicable to PRFD. PRFD and Pala shall make available for review to Pauma all other agreements of a similar subject matter that the PRFD and Pala acting on behalf of PRFD has executed or executes subsequent to the date of this agreement.

d. Meeting 90 days Prior to Casino Opening.

Pauma will contact and organize a meeting with the PRFD which shall take place at least 90 days prior to the date Pauma estimates the Pauma Gaming Facility will first open for gaming

6. Costs.

The yearly cost of this Agreement for services is equal to TEN THOUSAND DOLLARS (\$10,000.00) in addition to the hourly costs of all responses by the PRFD in accordance with the rates in Attachment 1. Upon the one year anniversary of this Agreement, Costs may be adjusted based upon a negotiated share of the actual operating costs (operating budget) as provided by the PRFD.

a. Payment of Fees.

Payment of Fees shall be TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) made quarterly within fifteen (15) days of the first day of operation of the Pauma Gaming Facility. In addition, the hourly costs of all responses by the PRFD based on the rates in Attachment 1 will be paid within thirty (30) days of receipt of an invoice from the PRFD.

b. Cost Sharing.

PRFD, Pauma, and such additional federally recognized Indian tribes shall negotiate in good faith for cost sharing in connection to the services provided under this Agreement.

c. Reduction of Costs Upon Pauma's Purchase of Certain Equipment.

If Pauma purchases only a Type One Engine or only a ladder truck *but not both* it shall notify the PRFD that it will only require the services of only PRFD's Type One Engine and company or only its ladder truck to augment Pauma's capabilities. If such notification is given by Pauma, then the Payment of Fees shall be halved and shall not exceed FIVE THOUSAND DOLLARS per year and the quarterly payment will be ONE THOUSAND AND TWO HUNDRED AND FIFTY DOLLARS (\$1,250) in addition to the hourly costs of all responses by the PRFD in accordance with the rates in Attachment 1.

7. Insurance.

To the extent applicable, PRFD agrees to maintain all required primary health, workers compensation and employer liability coverage for all of its employees and equipment providing services pursuant to this Agreement under state workers' compensation laws.

8. Mutual Cooperation Re: Grant Application.

The parties agree to use best efforts to secure grants that may be available and will facilitate and improve the services to be provided per this Agreement. The parties agree to negotiate in good faith regarding offsets or adjustment in fees set forth in this agreement to reflect the intended purposes of such grants.

9. Independent Counsel.

Each party acknowledges that it has access to independent counsel for review of the Agreement.

10. Notices.

All notices will be in writing to the following:

For Pauma:

Tribal Chair
Pauma Band of Mission Indians
P.O. Box 369
Pauma Valley, CA 92061

With a copy to:

Rosette & Associates PC
565 West Chandler Blvd., Suite 212
Chandler, AZ 85225
Attention: Robert A. Rosette, Esq.

For Pala:

Tribal Chair
Pala Band of Mission Indians
PMB-50
35008 Pala-Temecula Rd.
Pala, CA 92059

11. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any counterpart.

12. Governing Law. This agreement shall be governed by and construed in accordance with the federal laws of the United States.
13. Authority. Each of the parties hereto agrees and confirms that each is federally recognized as an Indian tribe. Both Pauma and Pala have all the requisite power and authority to perform the obligations within this agreement. The execution, delivery and performance by Pala and Pauma each has been duly authorized by all necessary action of the Pauma Tribal Council and Pala Tribal Council.

The execution, delivery and performance of this agreement does not:

- a. require any consent or approval not yet obtained;
 - b. violate or conflict with any provision of the Constitutions or other governing documents of either Pauma or Pala;
 - c. require any consent or approval of any United States governmental agency or any notice to, registration or qualification with any United States governmental agency, not heretofore obtained as of the date of execution of this agreement. Without limitation on the foregoing, the approval of the Bureau of Indian Affairs is not required for the execution, performance or enforceability of this Fire Services Protection Agreement.
14. Indemnification. Pauma agrees that, to the fullest extent permissible by law and to the extent such third party claims do not arise as a result of the PRFD's negligence or other misconduct, Pauma will defend, indemnify and hold harmless the PRFD, its representatives, officers, agents, and employees, from any and all third party claims, demands, actions, causes of action, losses, liabilities, or costs (including reasonable attorneys' fees) for Claims arising out of or related to the third party challenge or action taken against the PRFD as a result of any action by the PRFD undertaken to enter into, approve, ratify, or adopt this Fire Services Agreement or as a result of Pauma's development, construction or operation of the Pauma Gaming Facility that is in material violation of Pauma's obligations to the PRFD under this Fire Services Agreement. Provided, however, this provision shall only apply to those causes of action that challenges the legitimacy of this Fire Services Agreement, the authority of the PRFD to enter into this Fire Services Agreement, or the adequacy of the mitigation identified within this Fire Services Agreement, and provided further, Pauma's total aggregate liability pursuant to this subsection shall be a maximum of One Hundred Thousand Dollars (\$100,000.00).

The obligations of this indemnification provision shall be binding on the parties and all successors and assigns of Pauma and Pala shall so obligate all transferees and assigns.

15. Sufficiency of Mitigation. The PRFD has determined that the contribution referenced in Section 6, is, in the opinion of the PRFD, sufficient for PRFD to provide emergency and fire services to the Pauma Gaming Facility. The Parties intend for the contribution referenced in Section 6 to constitute all of the contributions which Pauma shall make to the PRFD.
16. Term and Termination.
 - a. Effective Date. This Fire Services Agreement shall not become effective unless and until the following events have occurred:
 1. This Fire Services Agreement has been approved by the PRFD through Tribal Council resolution, and executed and delivered to Pauma; and
 2. This Fire Services Agreement has been approved or ratified by Pauma's Tribal Council, approved as to form by legal counsel to Pauma, and executed and delivered by Pauma.
 - b. Expiration Date.
 1. Subject to the early termination provisions of this Fire Services Agreement, this Fire Services Agreement shall expire on the earlier of:
 - a. the date Pauma is able to provide for its own services without the need to rely on PRFD and notice of such determination is provided to PRFD; or
 - b. The anniversary of twelve (12) months after the date the Pauma Gaming Facility is first open for gaming and the Parties have not provided consent for automatic renewal for an additional twelve (12) month period; or
 - c. the date on which Pauma permanently ceases operation of the Pauma Gaming Facility; or

- d. the date of the expiration or termination of the Pauma Tribal-State Compact; or
 - e. the date Pauma is deemed not allowed to conduct gaming at the Pauma Gaming Facility.
 - 2. Prior to the termination of this Fire Services Agreement, the parties will negotiate in good faith toward a new agreement that meets the needs of the parties at that time. If Pauma purchases a Type One Engine and/or a ladder truck, the Parties will negotiate an Automatic Aid Agreement for mutual aid using the Parties' Type One Engines and/or ladder trucks.
- c. Termination.
 - 1. Termination Upon Land Going Out of Trust: In the event that the Property is removed from trust or protected status such that the Property is no longer held in trust by the United States of America for the benefit of Pauma, or otherwise would not longer constitute Indian Country as that term is understood pursuant to federal law, or in the event Pauma ceases gaming operations on the Trust Property, the provisions of this Fire Services Agreement would become void as of that date as to any further obligations of Pauma for the payment of any amounts which would become due and payable to the PRFD after the date that the Property is removed from trust or "Indian Country" status.
 - 2. Effect of Expiration or Termination Upon the expiration or termination of this Fire Services Agreement, the provisions of this Fire Services Agreement shall be of no further force or effect and none of the provisions of this Fire Services Agreement shall survive such expiration or termination.
- d. Suspension Events. If, due to Force Majeure (as hereinafter defined), an act of God, valid business considerations, or in the event Pauma ceases gaming operations, the Parties' obligations under this Fire Services Agreement shall be suspended as of the date of such suspension or termination until such time as such operations are resumed. For the purposes of this Section, the term "Force Majeure" shall include, without limitation, the following: earthquake; flood; fire; other natural disasters; riots; war; or terrorism.

e. Renegotiation Provision.

1. Basis for Renegotiation. Either Party may request that the other Party renegotiate one or more of the terms of this Fire Services Agreement if, and only if:
 - a. If either Party requests to renegotiate within 90 days prior to the date the Pauma Gaming Facility first opens for gaming; or
 - b. if Pauma purchases a Type One Engine and/or a ladder truck; or
 - c. there is a significant change that directly or indirectly relates to the Party's expectations under this Fire Services Agreement; and
 - d. the significant change materially impacts that Party; and
 - e. the significant change could not have been reasonably anticipated at the time of entering into this Fire Services Agreement.
2. Significant Change. Significant changes may include, but are not limited to:
 - a. a change in State or federal constitutions, laws, rules or regulations, relating to gaming on Indian lands, or ending the prohibition on Class III gaming (as defined in IGRA) or the operation of gaming devices by non-Indians in the State;
 - b. a reduction in the scope of gaming permitted at the Pauma Gaming Facility, whether pursuant to a change in federal, state or local constitutions, laws, rules or regulations, the Tribal-State Compact or otherwise;
 - c. the Tribal-State Compact, as amended or interpreted from time to time, (1) does not authorize Pauma to conduct the scope of Class III (as defined in IGRA) gaming activities authorized by the State 1999 model Tribal-State Gaming Compact.

3. Renegotiation Procedures. All requests by either Party to renegotiate or amend this Fire Services Agreement shall be by written notice addressed to the other Party and shall identify the provisions of this Fire Services Agreement to be negotiated or shall indicate that a Fire Services Agreement is no longer desired and the Party seeks to enter into an Automatic Aid Agreement in its place. Upon receipt of such notice, the Parties shall be obligated to renegotiate in good faith. The Parties shall confer promptly and determine a schedule for commencing negotiations within fifteen (15) days of receipt of notice. The Parties are hereby authorized to designate the person or agency responsible for conducting the negotiations, and shall execute any documents necessary to do so.

IN WITNESS WHEREOF, the parties have entered into this binding Agreement as of this _____ day of January, 2008, with the intent to be legally bound.

PAUMA BAND OF MISSION INDIANS

Date: January 22, 2008

By: Chris C. Devers
Chris C. Devers, Tribal Chairman

PAUMA RESERVATION FIRE
DEPARTMENT

Date: January 22, 2008

By: Bill Melendez
Printed Name: Bill Melendez
Fire Chief

PALA BAND OF MISSION INDIANS

Date: January 23, 2008

By: Robert H. Smith
Robert H. Smith, Tribal Chairman


PALA RESERVATION FIRE DEPARTMENT

Date: January 23, 2008

By: 
Anthony Ravago, Fire Chief

APPROVED AS TO LEGAL FORM BY
LEGAL COUNSEL TO PAUMA:

Date: January 23, 2008

By: 
Robert A. Rosette, Esq.